

MORTGAGE AND SECURITY AGREEMENT

1. Mortgage. American Decal & Manufacturing Company*, an Illinois corporation ("Mortgagor"), whose address is 4100 West Fullerton Avenue, Chicago, Illinois 60639, mortgages, conveys and warrants to Bank One, Wisconsin ("Lender"), whose address is 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, in consideration of the sum of Five Million Dollars (\$5,000,000), evidenced by Mortgagor's Loan and Security Agreement dated June 27, 1997 and amended by First Amendment to Loan and Security Agreement executed in October, 1997 (the "Loan Agreement"), by Note A and Note B (the "Notes") dated June 27, 1997 in the original aggregate principal amount of \$5,000,000 and by other loan documentation evidencing, securing or relating to the Obligations, as defined in the Loan Agreement:

(a) all present and future right, title and interest of the Mortgagor in and to the tract described in Exhibit A hereto (the "Land");

(b) all present and future buildings, structures, and other improvements now or hereafter located, constructed, erected, installed, affixed, placed and/or maintained in or upon the Land (collectively, the "Improvements");

(c) all present and future rights of way or use, easements, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the Land or the Improvements;

(d) all present and future equipment, machinery, fixtures, apparatus, installations and other items of property, including all components thereof, now or hereafter located in, on or used in connection with, the Improvements or necessary to the operation or maintenance thereof, which are now or hereafter owned by the Mortgagor, including, without limitation, all furnaces, boilers, heaters, electrical equipment and systems, heating, plumbing, refrigerating, ventilating, air-cooling and air-conditioning apparatus, elevators, escalators, sprinkler systems and fire and theft protection equipment, together with all replacements, modifications, alterations and additions thereto;

(e) all right, title and interest of the Mortgagor under all present and future leases and any and all rents, income, issues, profits, revenues, royalties and benefits (collectively, the "Rent") which are now due or owing or may hereafter become due or owing by reason of any lease or otherwise;

(f) all present and future right, title, estate and interest, including the right of use or occupancy, which the Mortgagor may now have or hereafter acquire, in, to and under (i) the Land, (ii) any strips, gores or appurtenances to the Land, and (iii) the streets or public places, and the land occupied thereby, adjoining or adjacent to the Land;

* formerly known as American Decalcomania Co., Inc. and also known as American Decal & Mfg. Co.

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(g) all of the Mortgagor's right, title and interest in and to (i) all insurance proceeds paid or payable for damage done to the Property and (ii) all awards or damages heretofore or hereafter made to or for the account of the Mortgagor for the permanent or temporary taking by eminent domain or similar proceedings of, or injury to, all or any part of the Property or any interest therein, including, without limitation, any right of access thereto existing on the date hereof, as the result of or in lieu of or in anticipation of the exercise of the right of condemnation or a change in grade affecting the Property or any part thereof;

(h) all additions and accessions to, all spare and repair parts, special tools, equipment and replacement for, and all proceeds and products of the foregoing.

2. Title. Mortgagor warrants title to the Property, excepting only the easements and other encumbrances described on Exhibit B hereto.

3. Mortgage As Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the Loan Agreement and the Notes, and any extensions, renewals or modifications of the Loan Agreement and the Notes, (b) all amounts owing under the Loan Agreement and all other additional sums which are in the future loaned by Lender to Mortgagor, to Mortgagor and another or to another or guaranteed or endorsed by Mortgagor, (c) all interest and other charges, (d) all other amounts owing by Mortgagor to Lender from time to time, and (e) costs and expenses of collection or enforcement (all of the obligations in the foregoing sections (a) to (e) are herein called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in the Loan Agreement, this Mortgage and the Notes. This Mortgage secures not only existing indebtedness but also future advances made with respect to the documents described above, as they may be amended or replaced from time to time, on or before August 1, 2017, portions of which constitute a revolving credit, to the same extent, and they shall all have the same priority, as if such advances were made on the date of this instrument, without regard to whether or not any advance is made on the date of this instrument and without regard to whether or not there is any indebtedness at the time any future advance is made. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at any one time shall not exceed \$10,000,000 (plus interest thereon and plus any advances made for taxes, liens, assessments, insurance premiums, and other costs and obligations, including fees and expenses and interest thereon under the documents referenced above, as they may be amended or replaced from time to time).

4. Satisfaction. Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid in full, (b) any commitment to make future advances secured by this Mortgage has been terminated, (c) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid.

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5. Security Agreement: Fixture Filing. This Mortgage shall create a security interest in, and the Mortgagor hereby grants to the Lender a security interest in, the Property in favor of the Lender and shall constitute a Security Agreement under the Uniform Commercial Code of Wisconsin with respect to all of the Property, and the Lender shall be entitled to all of the rights of a secured party. It is expressly agreed that if upon an Event of Default the Lender shall proceed to dispose of any portion of the Property in accordance with the provisions of the Uniform Commercial Code, ten (10) days notice by the Mortgagee to the Mortgagor shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code requiring such notice; provided, however, that the Lender may, at its option, dispose of the Property in accordance with the Lender's rights and remedies in respect to the real estate pursuant to the provisions of this Mortgage in lieu of proceeding under the Uniform Commercial Code. The Mortgagor will, from time to time and as often as requested by the Lender, execute and deliver to the Lender such financing statements, renewal affidavits, continuation statements, inventories or other similar documents as the Lender may reasonably request to perfect the security interest created hereby. No failure or omission of the Lender to request any financing statement, renewal affidavit, continuation statement, inventory, or the like, and no failure or omission of the Mortgagor to execute or deliver any thereof, will impair the effectiveness of or priority of the security interest created by this Mortgage. The Mortgagor will pay all costs of filing and/or recording of this Mortgage and any financing statements, continuation or termination statements with respect thereto, and any affidavits or other instruments executed, or to be executed, to perfect, renew, continue or maintain the lien and security interest created hereby. The Mortgagor hereby appoints the Lender, or any officer of the Lender, as the agent and attorney-in-fact of the Mortgagor to do, at the Lender's option and the Mortgagor's expense, all acts and things reasonably necessary to perfect, and continue perfected, the lien and security interest created hereby. In the event of foreclosure sale of personal property in which the Lender holds a security interest granted herein, whether such sale be held by the Lender or otherwise, such sale may be of the whole of such property or any portion thereof and may be held together with or separately from any foreclosure sale of the real property securing said indebtedness. Such personal property need not be present at the place of sale.

Except as otherwise agreed by Lender,

6. Taxes. To the extent not paid under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall obtain and maintain while any Obligations are outstanding.

(a) permanent all risk hazard insurance, including earthquake and/or sinkhole coverage if required by Lender, in an amount equal to the full replacement value of the Property; and

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(b) in the event any portion of the improvements on the Land is at any time determined to be in a FEMA-designated Flood Hazard Area or below the 100 year flood plain, flood insurance in a form and amount satisfactory to Lender.

Mortgagor shall pay all insurance premiums when due. The policies shall be with companies acceptable to Lender and shall contain the standard mortgage clause in favor of Lender and any special endorsements as may be required by the Lender. Unless Lender otherwise agrees in writing, the original, or a "true and certified" copy, of all hazard insurance policies covering the Property shall be deposited with Lender. Mortgagor shall deliver to Lender certificates evidencing liability insurance. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagor's Covenants. Mortgagor covenants:

(a) Escrow. Upon Lender's request, which request shall not be made at any time that a similar escrow is not required by a lender holding a mortgage on the Property senior to this Mortgage, to pay Lender on the first day of each month, one twelfth of the amount necessary to pay (i) the estimated annual real estate taxes and assessments on the Property, and (ii) all property insurance premiums when due. Upon demand, Mortgagor shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall, at Lender's option, pay such taxes and insurance directly or make such amounts available to Mortgagor in the form of a joint check payable to Mortgagor and the taxing authority or insurer, as applicable, or apply these amounts against the taxes, assessments and insurance premiums. Escrowed funds may be commingled with Lender's or its loan servicer's general funds and shall not bear interest;

(b) Condition and Repair. To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in section 2 hereof;

(d) Other Mortgages. To perform all of Mortgagor's obligations and duties under any mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) Waste. Not to commit waste or permit waste to be committed upon the Property;

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- (f) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Notes in the inverse order of their maturities;
- (i) Ordinances; Inspection. To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it;
- (j) Subrogation. That the Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Notes;
- (k) Hazardous Activity Prohibited. Not to do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Property or which would or could result in the cancellation of any insurance policy carried with respect to the Property;
- (l) Notice of Casualty. If the Property or any part thereof is damaged by fire or other cause, to give immediate written notice thereof to Lender;
- (m) Operation of Property; Compliance with Law. To at all times, operate the Property in accordance with all applicable federal, state and local laws, ordinances and regulations; and not to alter or change the use of the Property or to abandon the Property without the prior written consent of Lender; and
- (n) Further Assurances. That as additional collateral and further security for the Obligations, Mortgagor has assigned to lender Mortgagor's interest in any and all leases, tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts and other contracts, licenses and permits as are now or hereafter affecting the Property, or any part thereof, and Mortgagor shall execute and deliver to

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Lender such additional instruments, in form and substance satisfactory to Lender, as may hereafter be requested by Lender to further evidence, confirm and perfect said assignment.

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which, if known to be present on, under, in or about the Property would require cleanup, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys fees and expenses), liability and damages whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage and such failure continues for thirty days after written notice to Mortgagor, Lender may but shall not be obligated to perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor, provided that Lender shall not be required to give notice to Mortgagor or wait for the expiration of such thirty day period prior to taking any action to preserve the Property or respond to an emergency.

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11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, including but not limited to the Loan Agreement, the Letter of Credit Agreement, this Mortgage or the Notes, (b) Mortgagor fails timely to observe or perform any of the Mortgagor's covenants or duties contained in the Loan Agreement, the Letter of Credit Agreement, this Mortgage or the Notes, (c) title to the Property is transferred or is encumbered in any respect, (d) any warranty or representation of Mortgagor contained in the Loan Agreement, the Letter of Credit Agreement, this Mortgage or the Notes proves to be untrue or misleading in any material respect, or (e) the filing by or against Mortgagor or any endorser or guarantor of the Notes of a voluntary or involuntary petition in bankruptcy, or the filing by or against Mortgagor or any such endorser or guarantor of a petition or answer seeking or acquiescing in any reorganization, liquidation, dissolution or similar relief, or consenting to such relief, unless such petition shall be dismissed within 60 days after such filing (in any such event, an "Event of Default"), then, at the option of Lender each Obligation will become immediately payable. If Lender exercises its option to accelerate the Obligations, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity. Mortgagor waives statutory rights of redemption.

12. Waiver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. Assignment of Rents and Leases. Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all Rents. Upon the occurrence of an event of default under this Mortgage or any Obligation, Lender shall be entitled to the rents and may, after giving Mortgagor any notice and opportunity to perform which are required by law, notify any or all tenants or others owing Rents to pay directly to Lender all such Rents. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any such action to enforce the assignment (including notice to tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

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16. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.

17. Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Notice. Any and all notices, elections, demands, requests, and responses thereto permitted or required to be given under this Mortgage shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited with an overnight commercial delivery service requiring proof of delivery, to the other party at the address of such other party set forth above or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response to Mortgagor or Lender, shall be addressed to the address for notice to such party contained in the Loan Agreement.

20. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

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Dated this 16th day of ~~November~~, 1997.

American Decal & Mfg. Co.

By: Daniel L. Lang
Daniel L. Lang, President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

This instrument was acknowledged before me on ~~November~~ 16th, 1997, by Daniel L. Lang, President of American Decal & Mfg. Co., an Illinois corporation.

Marta Karpati
Notary Public, Cook County, IL
My Commission: 03-15-98



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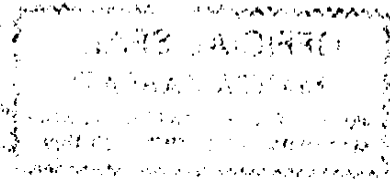


EXHIBIT A

Description of Land:

Parcel One

Lot 4 in James W. Hedenberg's Subdivision in the Southeast quarter of Section 27, Townships 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County Illinois on March 27, 1912 as Document 4936162 (except that part of said Lot 4 in James W. Hedenberg's Subdivision bounded and described as follows: all that certain triangular piece of land situated in said Lot 4 of said James W. Hedenberg's Subdivision bounded and described as follows: Beginning at the Northwest corner of Lot 4 of said James W. Hedenberg's Subdivision; thence Southeasterly on and along the Northerly line of said Lot 4, 62 feet to a point of intersection of the Southerly side line of Lot 2 with the Easterly side line of Lot 4 of said James W. Hedenberg's Subdivision; thence Southeasterly on and along said Easterly side line of Lot 4, 27.6 feet more or less to a point distant 8.5 feet Northeasterly from measured at right angles to center line of a certain side track serving Lyon and Healy said center line of said side track being a curved line convex to the Northeast with a radius of 359.27 feet, said side track being supported on a concrete trestle; thence Northwesterly on and along a line parallel to and distant 4.5 feet Northeasterly from, measured at right angles to the center line of said side track, 23 feet to a point; thence Northwesterly 50.1 feet more or less to a point in the Southerly line of Lot 2 aforesaid which is 50.1 feet Northwest of the point of beginning thence Southeasterly on a along said Southerly line of Lot 2, 50.1 feet to the point of beginning.

Parcel Two

All that part of Lot 2 of James W. Hedenberg's Subdivision in the Southeast quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian according to the recorded plat thereof as recorded in the office of REcorder of Cook County Illinois in Book 117 of plats, page 30 bound and described as follows: Beginning at a point in the Southerly side line of Lot 2 distant 62 feet Easterly from the point of intersection of the said Southerly line of Lot 2 and the Westerly line of Lot 4 measured on and along said Southerly

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side line of Lot 2; thence Southeasterly on and along the Southerly side line of Lot 2, said Southerly side line of Lot 2 being a curved line convex to the Northeast with a radius of 556.46 feet, 329 feet to a point in said Southerly side line of Lot 2; thence Northwesterly on a curved line convex to the Northeast with a radius of 376.76 feet, 166.9 feet to a point which is 12.5 feet Northeasterly from measured at right angles to said Southerly side of Lot 2; thence Northwesterly on a curved line convex to the Northeast with a radius of 376.76 feet, 166.9 feet more or less to the point of beginning all in Cook County, Illinois.

PERMANENT INDEX NUMBER: 13-27-415-021

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EXHIBIT B

EXCEPTIONS TO TITLE

1. The lien of real estate taxes for the year 1995 and subsequent years;
2. Easements, agreements and rights-of-way of record.

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MORTGAGE AND SECURITY AGREEMENT

Property address:

4100 West Fullerton Avenue, Chicago IL 60639

Real Estate Tax Permanent Index Number:

13-27-415-021

This instrument was prepared by and,
after recording, should be returned to:

Kim Marie Wynn
Whyte Hirschboeck Dudek S.C.
111 East Wisconsin Avenue
Suite 2100
Milwaukee, Wisconsin 53202-4894
(414) 273-2100



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